[Date]

[Your name]

[Your address]

[Landlord’s name]

[Landlord’s address]

Dear [Landlord’s name]

**Lodgement of rental bond for the premises at [your address]**

I signed a residential tenancy agreement for the above premises on [date]. I paid you the rental bond of $[amount] in full. To date, I have not received confirmation that the rental bond has been lodged with the Office of Rental Bonds.

Clause 20 of the Standard Residential Tenancy Terms states that the lessor must give the tenant a receipt for the bond and must lodge the bond within 2 weeks of receiving it or the commencement of the tenancy, whichever comes first. I paid the bond to you on [insert date]. Therefore, it should have been lodged by [insert date].

Section 23 of the *Residential Tenancies Act 1997* requires that a lessor who received a bond from a tenant deposit the bond with the Office of Rental Bonds and provide the tenant with a bond receipt within two weeks. A failure to comply with this section is a strict liability criminal offence and may attract a penalty of up to 20 penalty units (or $3,200).

*[If you have paid more than 1 bond, or a ‘holding deposit’ or ‘security over landlord’s property’ IN ADDITION to a bond] [Delete if not applicable]*

I note that you also asked me to pay $[amount] in addition to the bond for [reason]. Under section 20 of the *Residential Tenancies Act 1997*, a landlord may only require or accept as a bond an amount of not more than the first 4 weeks of the rent payable under the residential tenancy agreement. Under section 21 of the *Residential Tenancies Act 1997*, a lessor may only require or accept 1 bond in relation to a residential tenancy agreement. Sections 20 and 21 are also replicated in the Standard Residential Tenancy Terms under clauses 15 and 16.

You have required me to pay an extra $[amount] for [reasons]. This was in addition to the rent and the bond. I request you refund me this amount immediately.

If there is a dispute regarding the bond, only the ACT Civil and Administrative Tribunal (‘ACAT’) can decide the allocation of bond monies to parties for determination. It is not open to a landlord to unilaterally withhold the bond following the end of a tenancy. I am prepared to litigate this matter in the ACAT.

I ask that the rental bond be lodged as soon as possible and that you notify me when this has occurred.

Yours sincerely,

[Your signature]

[Your name]

[Template updated: 5 January 2021]